



BK 1470 PG 532-558



MISC 2002 26301

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 OCT 31 AM 10: 36

RECEIVED

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Misc ✓

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Temp. 12.4.01

CITY Clerk 4

*amended by Res No 2360
of 10/22/02. J*

ORDINANCE NO. 31069

AN ORDINANCE to establish covenants, conditions and restrictions for property in the Stockyards East Redevelopment Plan area; to authorize the Mayor to execute a Declaration of Covenants, Conditions and Restrictions and a Declaration of Easements for Interpretive Display and Landscape Areas for the Stockyards Business Park, located southeast of 30th and "L" Streets, and to direct the Planning Department to record the covenants and easements; and to provide an effective date hereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the City of Omaha, pursuant to the Stockyards East Redevelopment Plan, have acquired and prepared for sale, various lots of property on which it seeks to create covenants, conditions and restrictions and easements, such property is legally described as follows:

Lots 1 through 12, inclusive, Stockyards Business, an addition to the City of Omaha, Nebraska, as surveyed, platted and recorded in Douglas County, Nebraska.

Section 2. That the Mayor of the City of Omaha shall be authorized to execute the Declaration of Covenants, Conditions, and Restrictions and the Declaration of Easements for Interpretive Display and Landscape Areas for the Stockyards Business Park attached to this Ordinance and that the Planning Department is then directed record such document with the Register of Deeds for Douglas County against all the affected property.

ORDINANCE NO. 36069

PAGE 2

Section 3. This Ordinance shall be in full force and take effect on the date of its passage.

INTRODUCED BY COUNCILMEMBER



APPROVED BY:

 10/24/02
MAYOR OF THE CITY OF OMAHA DATE

PASSED OCT 22 2002 as amended 6-0

ATTEST:

 10/24/02
CITY CLERK OF THE CITY OF OMAHA DATE

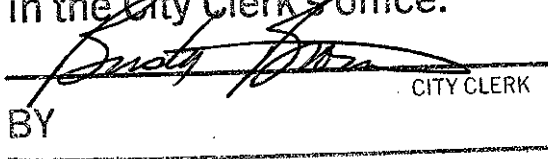
APPROVED AS TO FORM:

 9/16/02
CITY ATTORNEY DATE

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**IMPRINTED SEAL
REGISTER OF DEEDS**

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.


BY _____ CITY CLERK

2241 - 2266-2300 - 2359 -
2360 - 2361

ORDINANCE NO. 2361

OCT 22 2002 - #2359 Ordinance read
#2360 Amendment requested by
the Planning Department -
Approved 7-6-0

#2361 Passed as amended 6-0

AN ORDINANCE to establish covenants, conditions and restrictions for property in the Stockyards East Redevelopment Plan area; to authorize the Mayor to execute a Declaration of Covenants, Conditions and Restrictions and a Declaration of Easements for Interpretive Display and Landscape Areas for the Stockyards Business Park, located southeast of 30th and "L" Streets, and to direct the Planning Department to record the covenants and easements; and to provide an effective date hereof.

2361 ✓

PUBLICATIONS

PUBLICATION OF HEARING

Date 9-27-02

PUBLICATION OF ORDINANCE

Date _____

PRESENTED TO COUNCIL

1st Reading SEP 24 2002 - Hearing
10/1/02

Hearing OCT - 1 2002 - Over to
10/8/02

Final Reading OCT - 8 2002 - Motion to
lay over over subject to 10/22/02
Returned 9-0

BUSTER BROWN
City Clerk

**STOCKYARDS BUSINESS PARK
DECLARATION OF EASEMENTS
INTERPRETIVE DISPLAY AND LANDSCAPE AREAS**

THIS DECLARATION OF EASEMENTS (the "Declaration" or "Declaration of Easements") is made this 20th day of October, 2002, by the CITY OF OMAHA, a Nebraska Municipal Corporation ("Declarant").
WITNESSETH:

WHEREAS, Declarant is the owner of Lots 1 through 12 inclusive, Stockyards Business Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, including the portion thereof to be replatted as Lots 1 and 2, Stockyards Business Park, Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, (hereinafter referred to as "Lot" or "Lots," and all of the Lots may be referred to as the "Property");

WHEREAS, Declarant desires to establish certain easements for the benefit of the current and future owners of the Lots, that will run with the land and be appurtenant to said Lots, which easements shall be over, under, upon and through easement areas more particularly delineated on Exhibit A attached hereto ("Easement Area");

WHEREAS, Declarant has determined that certain Easement Areas should be developed as Interpretive Display and Landscape Areas (hereinafter the "Display" as generally described in Exhibit C hereto) reflecting the history of the South Omaha Stockyards, and should be appropriately landscaped and maintained, and

WHEREAS, the Declarant shall initially develop, construct and install the improvements and landscaping in the Easement Area including, without limitation, the Interpretive Display and Landscape Areas, at its sole cost, without reimbursement from any Owner by Declarant;

DECLARANT desires to set forth the conditions and obligations of present and future owners of the Lots.

NOW, THEREFORE, in consideration of the following Grants, Agreements, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, that Declarant hereby subjects the Property to the terms and conditions of this Declaration as follows:

1. Definitions. For purposes hereof:
 - (a) The term "Association" shall mean the Landowners' Association formed pursuant to Article XVIII of the Stockyards Business Park Declaration of Covenants, Conditions and Restrictions executed and recorded in conjunction with this Declaration of Easements.
 - (b) The term "Owner" or "Owners" shall mean the Declarant and any and all successors and assigns of the Declarant who become the owner or owners of fee simple title to all or any portion of the Property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale,

foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Property.

- (c) The term "Permittees" of a Lot shall mean the tenants(s) or occupants(s) of the Lot, and the respective employees, agents, contractors, customers, invitees, and licensees of (i) the Owner of such Lot and (ii) the tenants(s) or occupants(s) of such Lot.
- (d) The term "Gomez Avenue" shall mean the relocated Edward "Babe" Gomez Avenue per the subdivision plat for the Stockyards Business Park.
- (e) The term "Entrance Display Areas" shall mean the two (2) entrance area at 30th and "L" Street as more fully shown on the subdivision plat and Exhibit A hereto, and the thirty foot (30') wide quarter circle landscape area at the northwest corner of Lot 2, as shown on the subdivision plat.
- (f) The term "20 ft. Landscape Easement Area" or "Frontage Easement Areas" shall mean the twenty foot (20') strip adjacent to the streets within the subdivision as shown per subdivision plat and per Exhibit A to this Declaration, exclusive on the Entrance Display Areas.
- (g) The term "Easement Areas" shall mean collectively the Entrance Display Areas and the 20 ft. Landscape Easement Areas.
- (h) The term "Business Park" shall mean Lots 1 through 12, inclusive, of the Stockyards Business Park, an addition to the City of Omaha, and the replats of any portion thereof including the portion thereof to be replatted as Lots 1 and 2 of Stockyards Business Park Replat 1.
- (i) The term "Display" shall refer to the monuments, signs and other improvements (other than landscaping and plantings) which are to be installed in the Easement Areas, as described on Exhibit C to this Declaration.

2. Reservation of Easement. Subject to any express limitations or reservations contained herein, Declarant hereby reserves a nonexclusive perpetual easement on the Easement Areas (exclusive of any curb cuts and drives on Owners' Lots) for ingress, egress, development, maintenance, repair or replacement of the Display, the Entrance Display Areas and the 20 ft. Landscape Easement Areas.

3. Improvement of Easement Areas. Declarant shall initially develop and improve the Easement Areas at no cost to owners including without limitation the installation of Displays, street landscaping, irrigation system, grass and other vegetation, and trees for all Easement Areas.

4. Maintenance of 20 ft. Landscape Easement Areas. Each Owner shall maintain 20 ft. Landscape Easement Area on its Lots, in accordance with standards set forth on Exhibit B attached hereto; provided that Declarant, and the Association

following the Declarant, may at its option, maintain, repair or replace any or all of such Easement Areas; and each Owner shall reimburse the Declarant or Association for costs of such. If an Owner fails to perform any of the responsibilities enumerated on Exhibit B, then Declarant or the Association may perform same and assess the cost thereof to the Owner.

5. Entrance Display Easement. The City, until the Association is formed, then the Association shall have the sole duty and obligation to maintain the Entrance Display Areas, the Entrance Display Areas and the 20 Ft Landscape Easements.
6. Property Owners' Association. When formed, the Association shall assume and have all the rights, duties and responsibilities of the Declarant in respect to the Display Easements; and the Declarant shall pay to the Association any excess funds or reserves accruing from the contribution of the Owners in respect to the Easement Areas.
7. Owner Contributions. Each Owner of each Lot shall contribute the amount specified in Exhibit D of this Declaration annually on the first day of each calendar year, commencing on January 1, 2003 to the Declarant, then the Association (when formed) for maintenance, repair and replacement of the Easement Areas, including Displays. On and after January 1, 2007, and each fifth anniversary thereafter, the annual contribution for such purposes may be increased by the Declarant or the Association to an amount not greater than 120% of the annual contribution for the prior year. PROVIDED HOWEVER: the annual contributions from the Owners hereunder shall be limited to the lesser of: (i) the annual contribution provided for above; or (ii) the amount necessary to pay or reimburse actual expenses for maintenance of the Display Easements, after allowing for reserve fund not to exceed \$3,000.00, adjusted to reflect increase of Consumer Price Index with base date of July 1, 2002. Each Owner shall be entitled to an annual accounting for amounts received and expended by the Declarant or Association in respect of the maintenance of the Display Easements.

Owners shall pay such additional contributions or dues to the Association as may from time to time be determined necessary by the Board of the Association and approved by the Owners of a majority of land area within the subdivision for the maintenance, improvement and/or replacement of the Displays. Such additional dues or contributions shall be allocated among the Lots in proportion to the annual amounts initially charged to each lot pursuant to Exhibit D.

8. Enforcement. In the event any Owner shall fail to make its annual contribution on or before the due date or fails to perform duties enumerated on Exhibit B, and fail to pay costs thereof assessed, as above provided, and shall not remedy such failure within 30 days written notice, then such unpaid amount shall constitute a lien against the respective Lot, which lien may be enforced in any judicial proceeding, process or remedy allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage under the applicable provision of Nebraska law. No event shall the foregoing be deemed a limitation of any remedy that other owners may have against the owner failing to make payment,

which remedy may exist at law in equity from the failure of any owner to comply with the terms of this Agreement.

9. The following terms and conditions shall constitute a part of this Declaration:
- A. Notwithstanding anything herein to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of such property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise
 - B. Each Owner (the "indemnifying Owner") having rights with respect to an easement granted hereunder shall indemnify and hold harmless each other (and such Owner's Permittees) harmless from and against all claims, liabilities, and expenses (including reasonable attorney's fees) resulting directly or indirectly from the negligent or wrongful use of the Easement Area on such other Owner's Property by the indemnifying Owner or its Permittees except as such may result from the negligence or intentional misconduct of the other Owner or its Permittees.
 - C. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the parties.
 - D. It is intended that the easements, rights and obligations set forth herein shall run with the land and create equitable servitude in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.
 - E. From and After January 1, 2022, the Declaration, and all rights and easements provided for in this Declaration may be terminated upon affirmative action of Owners of Lots which comprise 75% of the area of the Property.
 - F. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
 - G. The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Declaration.

H. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of any Lot.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

Attest:

City of Omaha

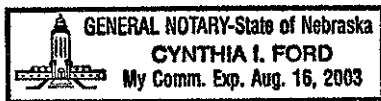
Buster Brown
City Clerk

Mike Fahey
Mayor

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said county, personally came Mike Fahey, as Mayor of the City of Omaha, and BUSTER BROWN, City Clerk of the City of Omaha, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on the 24th day of October, 2002.



Cynthia I. Ford
Notary Public

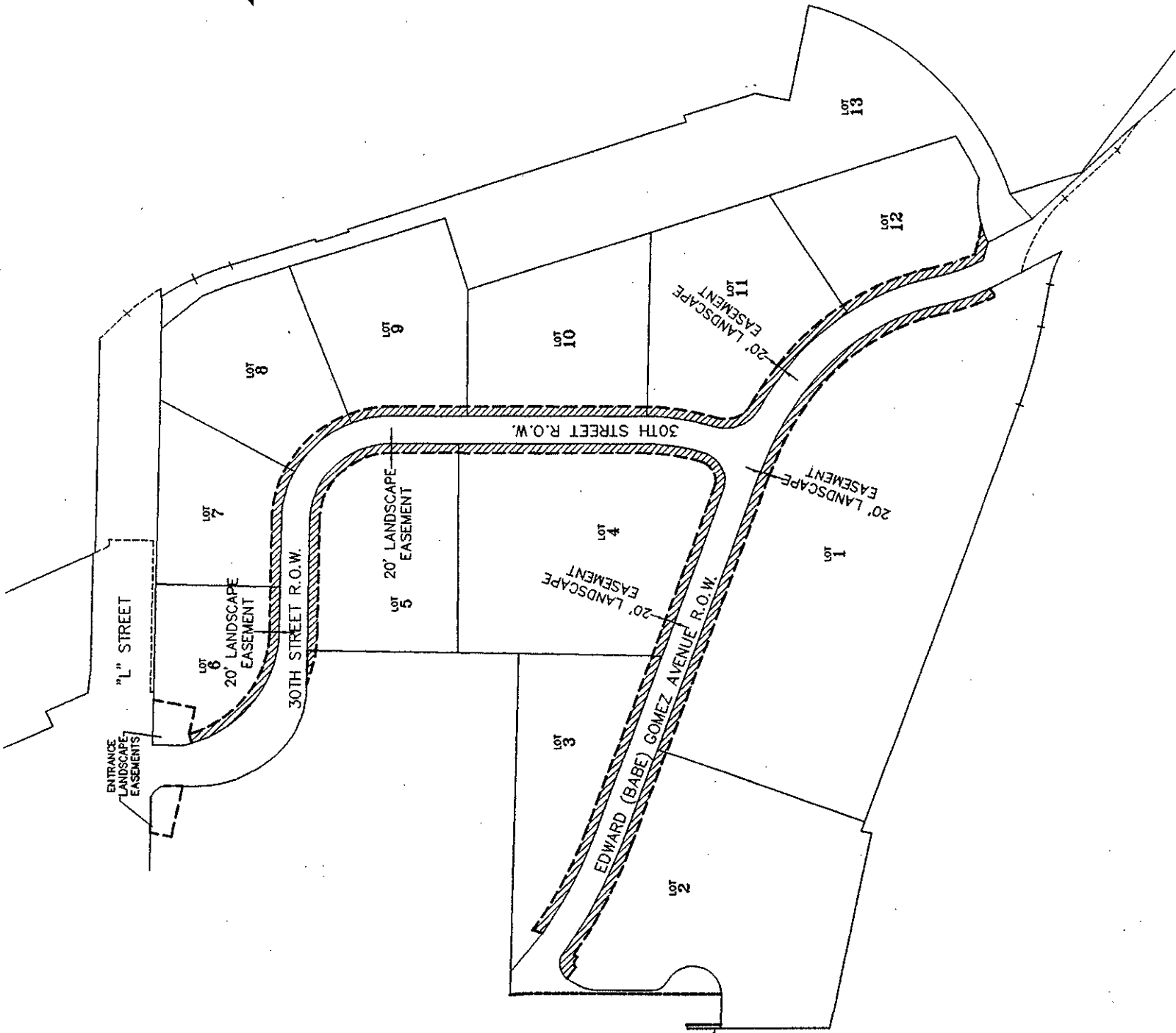
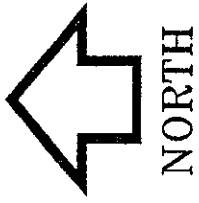
APPROVED AS TO FORM:

Paul J. [Signature] 10/16/02
ASSISTANT CITY ATTORNEY

Exhibits:

- A Delineation of the Easement Area (also showing Entrance Display Areas and 20 Ft Landscape Easement Areas)
- B Maintenance Standards for 20 Ft Easement Area
- C Description of the Interpretive Display and Landscape Areas
- D Landowners' Association Allocation of Owner Contributions

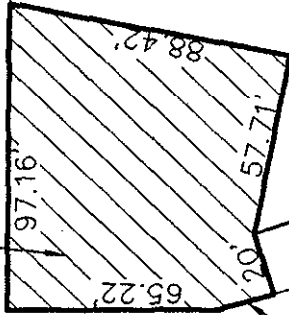
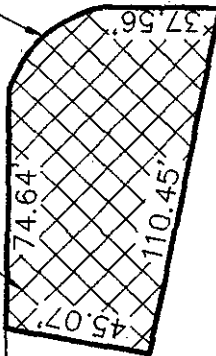
Exhibit A



ENTRANCE
LANDSCAPE
EASEMENTS

”L” STREET

R=39.94'
L=38.83'



R=257.78'
L=17.98'

LOT
6

20' LANDSCAPE
EASEMENT

30TH STREET R.O.W.

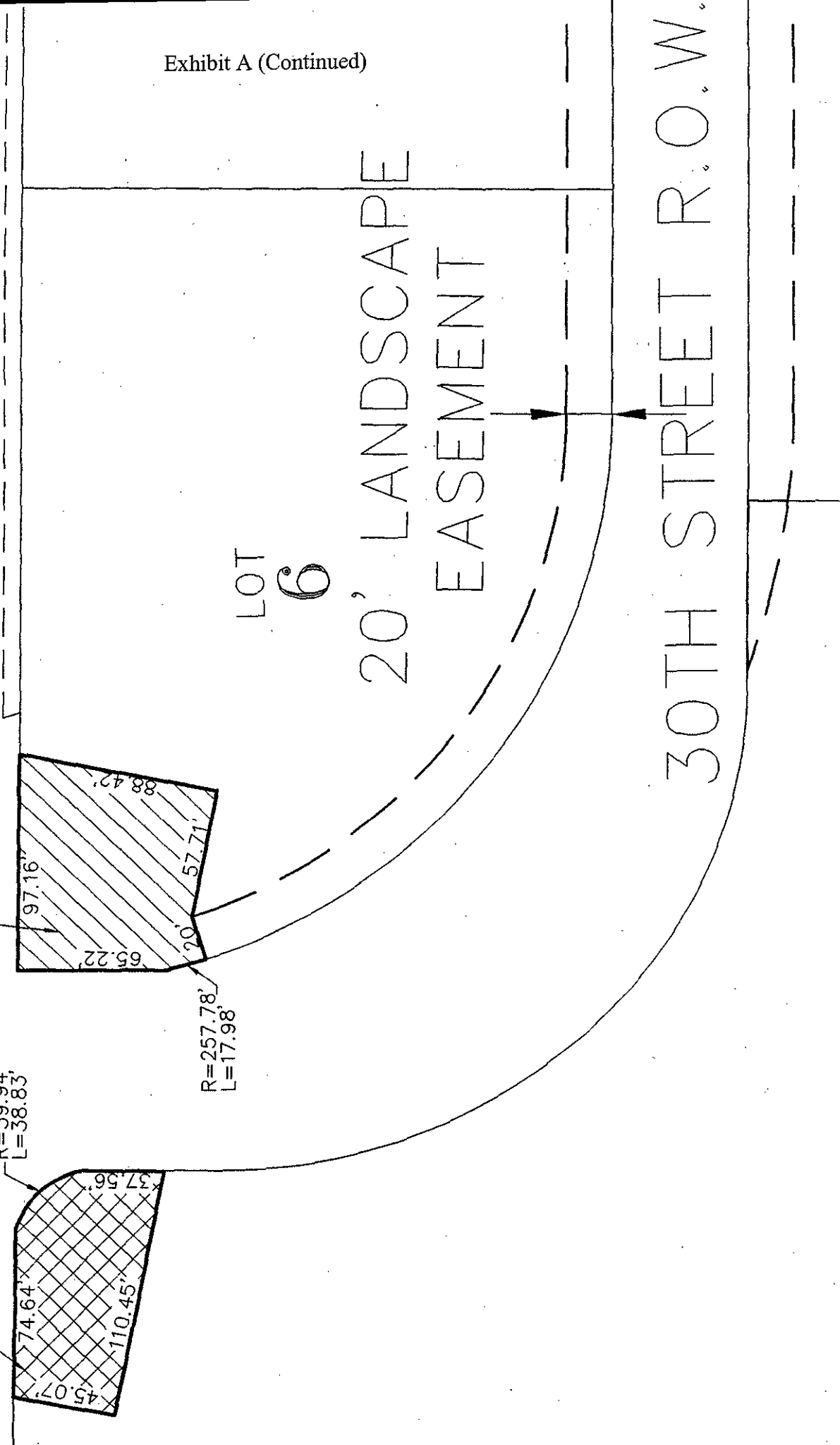


Exhibit B

Maintenance Standards

Responsibilities of Owner or Owners:

The grass shall be mowed monthly during the growing season or when the grass exceeds 4 inches in height and shall be mowed to a height of approximately 2 ½ inches. All kick-out doors of the mowers shall face away from the street. All streets and concrete shall be kept clean and free from clippings. All areas that cannot be mowed by mechanical mowers shall be trimmed by hand leaving the areas in a neat and well-kept condition. Hand trimmed areas may include but are not limited to grass around or along sign poles, barricade posts, street or traffic light bases, guard rails, rock landscaped areas, planted areas, trees, retaining walls, and fence lines. Chemical trimming may not be used. Herbicides and fertilizer shall be applied as required for a healthy and weed-free appearance.

Snow and ice shall be removed from sidewalks within 24 hours of cessation.

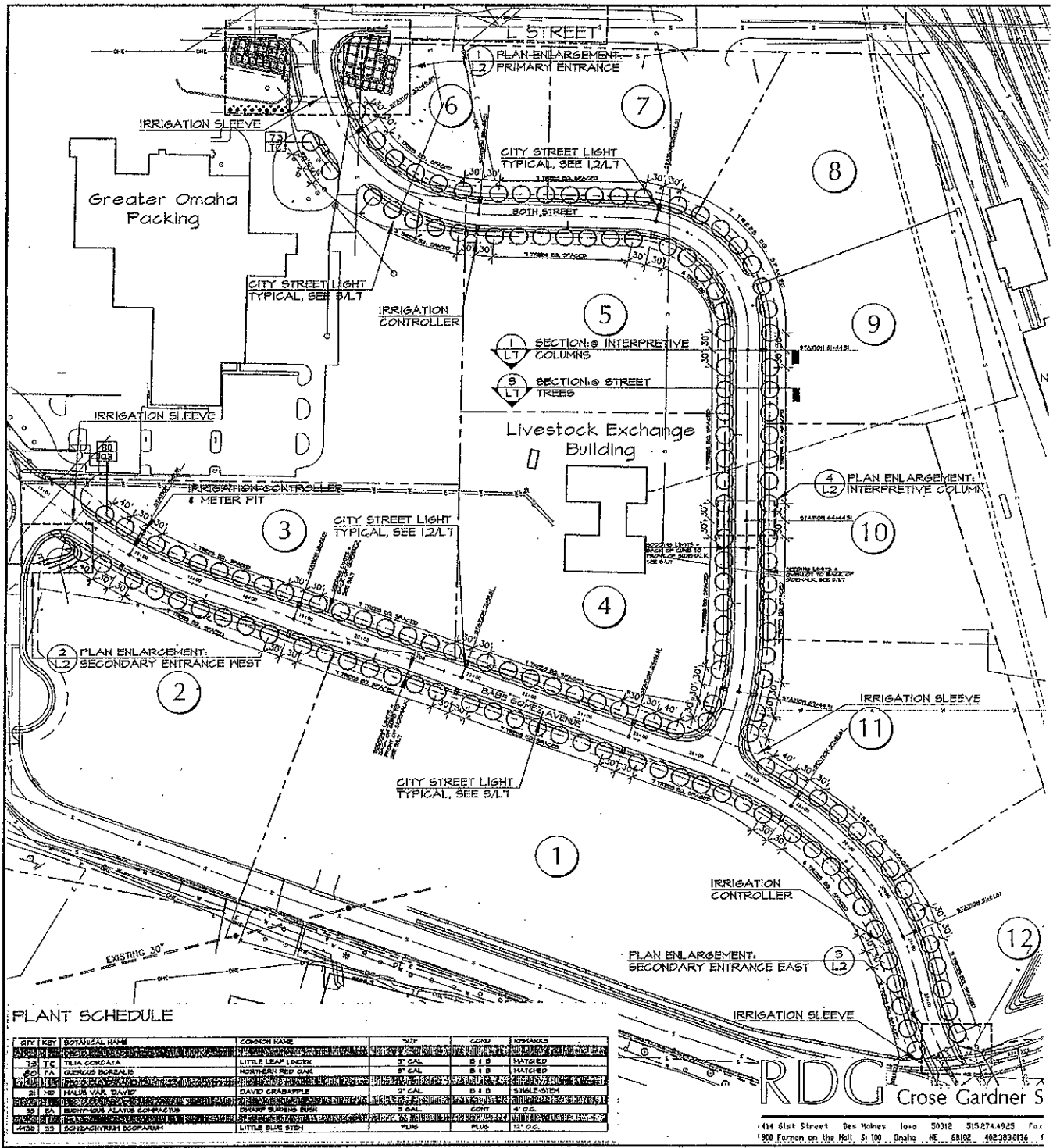
Responsibilities of Declarant or Association:

Entrance features, monuments, interpretative display panels, ornamental paving and segmental retaining walls shall be maintained and promptly replaced as necessary.

The watering of landscaped easement areas shall be provided as necessary during the growing season and the irrigation system shall be maintained and promptly repaired as required.

Trees, shrubbery and native grasses within the easement areas shall be trimmed, fertilized and maintained as required for a healthy appearance and dead or dying vegetation shall be promptly replaced with like vegetation.

Exhibit C

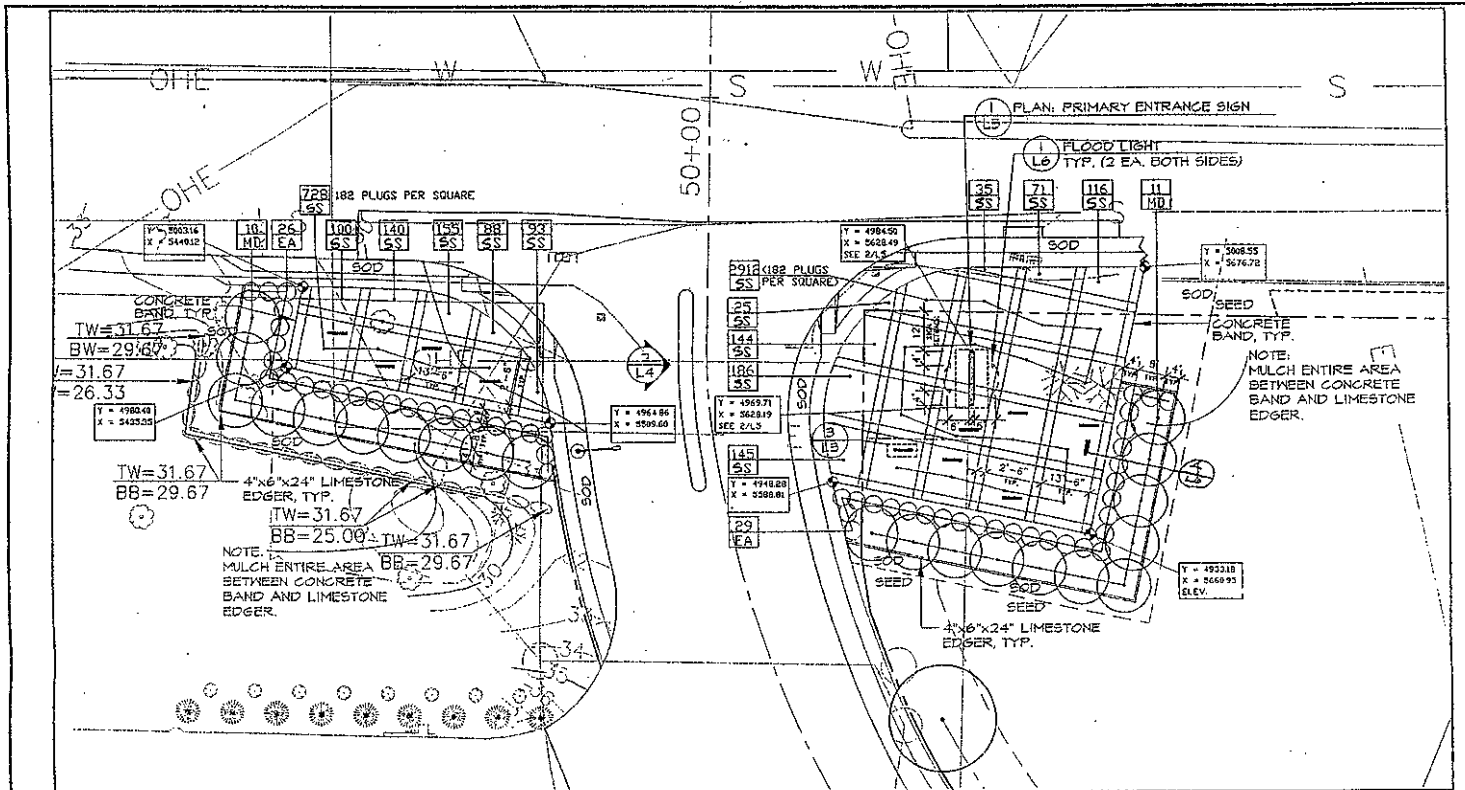


PLANT SCHEDULE

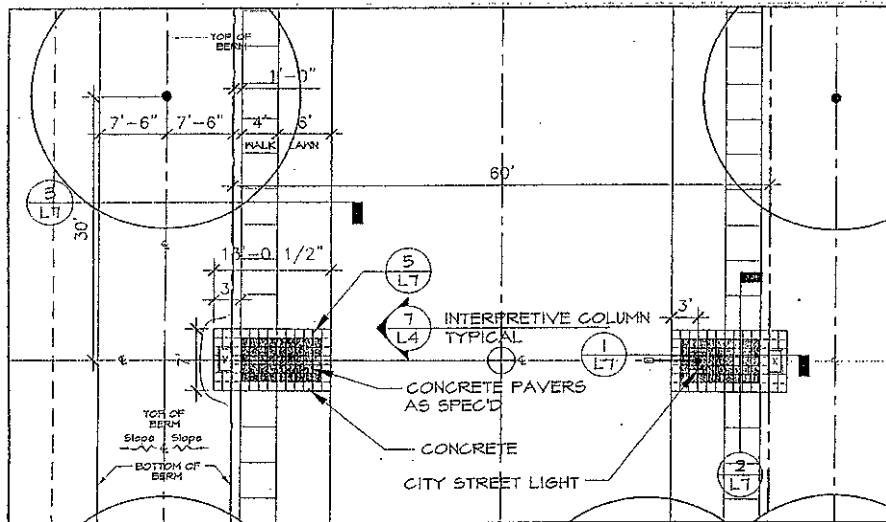
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND	REMARKS
1	IC	TRILIA CORDATA	LITTLE LEAF LINDEB	3" GAL	B I B	MATCHED
20	PA	QUERCUS BORDAULI	NORWICH RED OAK	3" GAL	B I B	MATCHED
1	IC	DAVID GRABAPPLE	DAVID GRABAPPLE	2" GAL	B I B	SINGLE-STEM
50	PA	BUDRIFRAX ALATA COMPACTA	SHARP SHINING BUSH	3" GAL	COFF	4' C.C.
1	SS	SCHRECHTSEH SCOPARIUM	LITTLE BLUE STELLA	PLUG	PLUG	12" O.C.

RDC Cross Gardner S
 414 61st Street Des Moines Iowa 50312 515.274.4925 Fax
 1900 Foreman on the Hill, St 100, Omaha, NE, 68102 402.393.0136

Exhibit C (Continued)



1 LAYOUT, GRADING, AND PLANTING PLAN: PRIMARY ENTRANCE
1" = 20'-0"



4 LAYOUT PLAN: TYPICAL INTERPRETIVE COLUMN
1/8" = 1'-0"

Exhibit "D"

Landowners' Association
Allocation of Owner Contributions

<u>Lot</u>	<u>Acres</u>	<u>Percent</u>	<u>Initial Year</u> <u>Contribution</u>
1	11.55	25.0597%	\$1,503.58
2	5.77	12.5190%	\$751.14
1 (Replat 1)	7.44	16.1423%	\$968.54
2 (Replat 1)	3.71	8.0495%	\$482.97
6	1.79	3.8837%	\$233.02
7	1.99	4.3176%	\$259.06
8	2.54	5.5110%	\$330.66
9	2.72	5.9015%	\$354.09
10	2.89	6.2703%	\$376.22
11	3.32	7.2033%	\$432.20
12	2.37	5.1421%	\$308.53
Total	46.09		\$6,000.00

Amended by Dec. No. 3360
of 10/22/02. S

**STOCKYARDS BUSINESS PARK
DECLARATION OF COVENANTS, CONDITIONS
AND
RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Protective Covenants" or "Declaration") is made as of October 22, 2002, by the City of Omaha, a Nebraska Municipal Corporation, ("Declarant").

RECITALS:

1. Declarant desires to establish certain rights in the property located within Stockyards Business Park for the mutual benefit of the present and future owners of said property.
2. Declarant currently owns Lots 1 through 12, inclusive, Stockyards Business Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and Lots _____, Stockyards Business Park Replat 1, an Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska, (hereinafter "Premises" or "Business Park"). References to the Business Park shall not include Lot 13 of the Stockyards Business Park.
3. Declarant wishes to establish a general plan for development of the Business Park.
4. Declarant desires to establish minimum building and development standards consistent with a well planned business park.
5. The City of Omaha did adopt Resolution No. 906 on April 14, 1998, which authorized approval of Stockyards Redevelopment Plan and did adopt Ordinance No. 36069 on October 22, 2002, which authorized approval of these Protective Covenants for the Premises.

NOW, THEREFORE, Declarant hereby imposes the following covenants, conditions and restrictions on the Premises, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the cases may be, of the Owners of any portion of the Premises, their respective heirs, legal representatives, successors and assigns, and any mortgagees.

**I.
INTRODUCTION**

- A. **DEFINITIONS:** The following terms as used in these Protective Covenants shall be defined and shall apply as follows:

1. Landscape (Landscaping):

An area consisting of grass, trees, shrubs, flowers, and other normal organic plant materials. Inorganic materials such as brick pavers, stone, pebbles, and materials used in retaining walls may be used as minor features. Smooth horizontal surfaces of asphalt or concrete are not considered landscaping.

2. Lot:

A contiguous parcel of land with identifiable boundaries (hereinafter referred to as lot lines or property lines) owned by a single person or entity which is under unified ownership or control. The boundaries of a lot may or may not correspond to the boundaries of the original platted lots (herein the "Platted Lots") of the Business Park, and may contain one or more of the Platted Lots.

3. Lot Area (Total Lot Area):

The area, as measured in square feet, of any lot.

4. Loading Area:

Any area of a lot used for the purpose of maneuvering and parking motor vehicles involved in the shipment or receiving of supplies, equipment, materials, or products.

5. Setback:

The actual distance between a lot line and the corresponding building line of an adjacent structure, or the extension of such building line, as measured at a 90 degree angle from the lot line.

(a) Front Setback:

The setback measured from and along the entire length of any lot line which is common with a public street right-of-way.

(b) Side Setback:

A setback, other than a front setback, measured from and along any lot line which intersects with one or more street right-of-way.

(c) Rear Setback:

A setback which is neither a front nor a side setback.

(d) Required Setback:

The minimum setback as established by these covenants.

6. Sign:

(a) Business Park Identification Sign:

A sign or signs identifying the Business Park which may contain the name, address, logo, and/or other general information relating to the Business Park.

(b) Off-Premise Advertising Sign:

A sign which directs attention to a product or service which is not offered at the lot on which the sign is located.

(c) Off-Premises Directional Sign:

A sign designating only the name of and direction to a business or activity located on a lot other than that upon which the sign is placed.

(d) On-Premise Identification Sign:

A sign identifying the business or providing information about the use of the lot on which it is located.

(e) Temporary Sign:

A non-permanent sign advertising the availability for sale or lease of the lot or improvements on the lot on which it is located, or providing information regarding construction occurring at the lot on which is located. Such signs must be professionally prepared and lettered, must be securely attached to the ground or building, and must be displayed so as not to be a nuisance to adjacent lot owners.

(f) Free Standing Sign:

A detached sign constructed on its own frame, mast or pole.

(g) Wall Sign:

A sign attached to and projecting not more than 18 inches from the vertical side of a building.

7. Storage Area:

Any area located outside of the confines of a walled building which is used for the storage of materials, supplies, products, equipment, refuse, or other personal property.

8. Street Façade:

An exterior building wall, or any portion of any exterior building wall, which is visible when viewed at a 90 degree angle from any point along a lot line which is common with an adjacent public street right-of-way.

9. Structure:

Anything other than landscaping, signs, or surface vehicular parking areas which is located on or attached to the ground and projects more than one (1) foot above the immediately surrounding grade.

10. Facing and Visibility.

Areas on a lot shall not be considered to be "facing" or "visible from" a street unless the lot is adjacent to the street.

II. SITE USE LIMITATIONS

All uses shall be substantially in accordance with the Stockyards Redevelopment Plan as adopted by the City of Omaha. The lots are for industrial, educational, commercial, office, manufacturing, or warehousing purposes as contemplated in the zoning ordinances of the City of Omaha; and said lots shall be used for such purposes only, except that residential uses are permitted on Platted Lots 4 and 5 and except that retail uses are permitted only as auxiliary uses to the permitted principal purposes, and under the conditions hereinafter set forth. No lots may at any time be used for any purpose of use in violation of the laws of the United States, State of Nebraska, the County of Douglas, or City of Omaha. No trade, use or occupation shall be implemented on or about the Premises or within any improvements constructed thereon which shall be in conflict with the uses permitted by the City of Omaha Zoning ordinances with reference to the classification and use applicable to the said property. The permitted uses will be those applicable to the City of Omaha Zoning ordinances HI (Heavy Industrial District) for Lot 3, and GI (General Industrial District) for Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, and 12, except the following:

- a. Uses specified in Zoning Code Section 55-505 (b) and (c).
- b. Any other use, industry or business, which does not conform with applicable zoning ordinances of the City of Omaha. No retail sales, including automobile sales, may be made unless from the inside of a building constructed upon the Premises. There shall be no outdoor sales. The use of any lot shall be subject to the limitations set forth in Section

55-801 through 55-807 of the present Omaha Municipal Code, including standards set forth therein relating to fire, explosive, radiation or other hazard; and/or to noise, vibration, air pollution and odors.

- c. Lots 4 and 5 may be rezoned to permit residential uses; provided such residential uses shall be subject to lawful industrial uses of neighboring lots.

III.
REQUIRED SETBACK

A. Front Setback:

- 1. There shall be a minimum required front setback of 35 feet.

B. Side Setbacks:

- 1. There shall be a minimum required side setback of 15 feet.

C. Rear Setbacks:

- 1. There shall be a minimum required rear setback of 10 feet.

IV.
REQUIRED LANDSCAPING

A. Front Setback:

- 1. A minimum of the first 20 feet of the required front setback, as measured from the lot line, shall be landscaped.

B. Side Setback:

- 1. The first 10 feet of any side setback shall be landscaped from the front lot line to one-third of the depth of the lot as measured along the side lot line in question.

C. Rear Setback:

- 1. There is no minimum amount required to be landscaped in the rear setback.

Upon completion of any building or improvement on any lot, or by the end of the next occurring planting season, permanent landscaping shall be installed in accordance with these Protective Covenants. Such landscaping shall, at a minimum, include the installation of trees within the front set-back landscaped area. Trees shall be a minimum size of 2" caliper for deciduous varieties and six (6) feet in height for conifers. The minimum number for such trees shall be one (1) tree for each 50 feet, or part thereof, of street frontage. Portions of any setback not required

to be landscaped may be used in any other manner so long as such use is in accordance with the provisions of these covenants.

V.
LOADING AREAS

All loading and unloading operations and vehicle maneuvering shall be off-street. In no case shall loading and unloading interfere with ingress or egress. All loading and maneuvering areas shall be paved with either portland cement or heavy duty asphaltic concrete. No loading area, truck doors, and/or loading docks shall be constructed facing 30th Street, "L" Street, or Edward (Babe) Gomez Avenue.

VI.
STORAGE AREAS

Outside storage shall not be permitted in any required setback area or in the area between the front setback and the front building line or the extension of such building line. Outside storage areas shall be 100% screened from view from any public street by buildings, fencing walls, landscaping or any combination of which allows no visibility of the stored material from such public street.

VII.
SITE COVERAGE

The combined surface area of buildings and pavement shall not exceed eight-five (85) percent of the total lot area.

VIII.
MAINTENANCE AND LANDSCAPING

Each lot owner shall be responsible for maintenance of owner's entire property including to the edge of the pavement on the abutting street or streets, including all lawn and landscaped areas, walks, drive-ways and building exterior. That portion of each lot which is not improved through the construction of buildings, parking facilities, loading facilities, and/or storage areas shall be landscaped. All landscaping shall be maintained alive and in good condition at all times. All trash, litter and debris shall be kept in appropriate closed receptacles at all times, and all such receptacles shall be screened from all public streets and shall not be located in the area between the front setback and the front building line or the extension of such building line. In no event and at no time shall any part of any lot be planted to or cultivated in row crops.

IX.
SIGNS

For each lot, only the following types of signs are permitted:

- A. On-premises identification signs are permitted so long as they conform to the applicable zoning and building regulations.
- B. Temporary signs are permitted only so long as the related activity is occurring.
- C. One off-premise directional sign is permitted on each lot. Such sign shall have a maximum height of 10 feet, maximum sign face of 32 square feet per sign face, no more than two sign faces, and must be setback a minimum of ten feet from any lot line.
- D. No flashing, rotating, animated or intermittent signs are permitted, but electronic message signs intended primarily to provide information of community interest such as time and temperature, as well as commercial messages pertaining to the use of the lot are permitted.
- E. Off-premises advertising signs are not permitted.
- F. Business Park Identification Signs are permitted so long as such signs do not exceed 8 feet in height and are set-back at least 10 feet from any street right-of-way.
- G. Erection of Signs. No Owner, lessee, or occupant of any Lot shall use, or permit to be used, any portion of the Lot under its control for the erection of signs, billboards or displays, other than those directly connected with the business operated on said site. No flashing signs or light, revolving beacons, strobe lights, or similar electrical or mechanical mechanisms, whether permanent or temporary in nature, shall be permitted. No signs shall be erected or maintained on the roof of any building. Written approval from Architectural Review Committee is required prior to the erection or modification of any sign, other than a sign attached to a building and identifying the address and/or the occupant thereof.

X.
PARKING FACILITIES

As regards public streets right-of-way within the Business Park, all vehicular parking, whether customer/visitor, or employee shall be off-street. There shall be maintained on each lot adequate facilities for parking, loading, and unloading sufficient to serve the normal requirements for the business conducted thereon, and no regular use shall be made of any lot which will attract parking in excess of the parking spaces then available. All parking areas shall be hard surfaced with either portland cement or asphaltic concrete. The width and location of driveways shall be approved by and conform to the requirements of the City of Omaha and shall be approved by the Architectural Review Committee. No parking except visitors and employee parking shall be allowed in any required front setback. All exterior lighting that is located on the building or in the parking areas will be directed to the property on which it is located. No storage or parking of non-drivable vehicles or overnight parking of vehicles requiring body shop repair shall be allowed, except in conjunction with the Community College's automotive programs.

XI.

TEMPORARY STRUCTURES, MOVING

Except for temporary structures used in connection with the construction of improvements on a lot, no trailer, tent, shack, garage, barn, or any temporary structure that shall be moved onto Premises or erected thereon, or shall, be used for temporary or permanent operation of the proposed occupant's business or shall be permitted to remain on Premises unless and until such structure and the duration of its use on the Premises has been approved in writing by the Architectural Review Committee. No trades, services, or activities shall be conducted in violation of applicable laws and ordinances on any building site.

XII.

CONSTRUCTION STANDARDS

All buildings erected shall create a creditable and acceptable appearance on all four sides. Buildings, including ancillary buildings, should consist of brick, decorative block, stone, pre-cast concrete, architected or textured concrete, glass, or other suitable materials. No building shall be constructed of unfinished galvanized steel or sheet aluminum for exterior walls or roofs. All appurtenant equipment, including roof mounted units, shall be screened from ground level view from any public street. Not more than 10% of any façade of any building facing 30th Street, "L" Street, or Edward (Babe) Gomez Avenue shall be metal.

XIII.

ARCHITECTURAL REVIEW COMMITTEE

There is hereby established an Architectural Control Committee (sometimes referred to herein as the "Committee"). The Committee membership shall consist initially of a designated representative of the City of Omaha ("City") and four (4) members representing and appointed by each group of landowners as follows: (i) the owner(s) of Lots 1 and 2, (ii) the owner of Lots 4 and 5 (currently known as the Livestock Exchange Lot), except the west 50 feet more or less thereof, to be replatted as Lot 1, Stockyards Business Park Replat 1 ; (iii) a representative selected by a majority of the Owners of Lots 9, 10, 11 and 12; and (iv) a representative selected by a majority of the Owner(s) of Lots 6, 7 and 8 and Lot 3 and the west 50 feet more or less of said west 50 feet of Lots 4 and 5, which west 50 feet is to be replatted as Lot 2, Stockyards Business Park Replat 1. The City's representative shall be appointed by the Mayor of the City and may be eliminated by the Mayor of the City any time from and after January 1, 2009. Each member of the Committee shall have, and may vote on any matter submitted to the Committee, the number of votes equal to the area of the Lot(s) (in square feet) whose landowner(s) appointed the member. The committee may act upon approval by a majority of such votes.

No owner of any lot shall permit the commencement of grading, site preparation, landscaping, sign installation, or construction of any type of improvement (other than interior building construction or renovation) without first submitting plans for such improvements to the Architectural Review Committee, and receiving written approval of the Committee for its prior approval.

In addition to any regulations and/or standards established by these Protective Covenants, by majority vote, the committee may from time to time establish additional or supplemental standards regulating development of the lots or repeal such additional or supplemental standards.

The Committee shall establish reasonable procedures and requirements for the submission of plans and specifications for its consideration. The Committee shall establish reasonable periods of time for its consideration and response to such plan submittals. The Committee may retain the services of outside experts to assist in establishing additional standards and/or in its review of plans and specifications.

Approval of properly submitted plans and specifications by the Architectural Review Committee requires the affirmative vote of the Committee. The Committee may grant waivers or variances to the regulations and standards contained in these Protective Covenants upon unanimous vote of its members. The Committee's final action shall be communicated in writing to the applicant submitting plan submittals within thirty days after a complete submission of plans and specifications. The Committee may approve combining of two or more lots into a single lot for purposes of the application of these Covenants and the EASMENTS (described in Section XVIII) and thereby modify side yard setback requirements.

XIV.

COMPLIANCE WITH GOVERNMENT REGULATIONS AND MAINTENANCE

The owner of any lot shall at all times keep the premises, buildings, improvements and appurtenances in a neat and orderly condition and shall comply in all respects with all government, environmental, health, fire, police, and other regulations. The owner of any lot will remove, at his own expense, any rubbish or debris and correct any unlawful hazard of any character whatsoever which may occur on said lot.

XV.

EXCEPTIONS OR MODIFICATIONS OR AMENDMENTS

These Protective Covenants may be amended upon the written approval of the Owners of two-thirds (2/3) of the total lot area. Such amendments must be in proper form and appropriately recorded.

XVI.

DURATION

These Covenants run with the land and shall be binding upon all present and future owners of any part thereof until January 1, 2022, at which time they shall automatically renew for an additional 20 year period unless the Owners of a majority of the total lot area of all lots elect to terminate them. The City of Omaha did adopt Ordinance No. 36069 on October 22, 2002 which authorized approval of these Protective Covenants for the Premises.

XVII.
ENFORCEMENT

Any Owner of any lot shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations now and hereafter imposed by the Protective Covenants either to prevent or restrain any violation of same or to recover damages of such violation. Failure by any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any entity which is entitled to the benefits of this Declaration brings any action at law or equity to enforce this Declaration, the prevailing party of such action shall be entitled to recover from the other party its reasonable attorney's fees and all court costs, in addition to all other appropriate relief.

XVIII.
LANDOWNERS' ASSOCIATION

Within 30 days after December 31, 2002, Owners of a majority of the land area of the Business Park shall form association of landowners ("Landowners' Association") which shall thereafter be entitled to the benefits and subject to the duties and responsibilities of this Declaration and the STOCKYARDS BUSINESS PARK DECLARATION OF EASEMENTS INTERPRETIVE DISPLAY AND LANDSCAPE AREAS which shall be executed by the Declarant and filed for record with the Register of Deeds of Douglas County, Nebraska (the "EASEMENT"). The Landowners' Association may in its name enforce the provisions of this Declaration and take and defend such actions and measures as may be necessary to enforce and/or to remedy any violations of the provisions of: (i) this Declaration, (ii) the EASEMENTS, and (iii) as may be needed, the decisions of the Architectural Review Committee. Landowners' Association may, as it deems necessary or prudent, assess against a non-compliant lot or lots the costs incurred in such action or measures, including attorneys fees and court costs, which assessment the Landowners' Association may file as a lien against non-compliant property. Such a lien, if filed, may be foreclosed in the manner in which Nebraska Statutes provide for foreclosure of real estate mortgages or any other method of enforcement provided by law, but shall include attorneys fees and costs incurred in such foreclosure.

The Landowners' Association shall be formed as a Nebraska non-profit corporation, or as such other form of entity as owners may agree upon. Action may be taken by the Landowners' Association, with or without a meeting, upon approval by owners of lots in the Business Park comprising a majority of the total area of all lots in the Business Park.

XIX.
SEVERABILITY

If any paragraph or part thereof of this instrument shall be invalid, illegal or inoperative for any reason, the remaining parts so far as possible and reasonable, shall be effective and fully operative. In situations where conflicting provisions of these protective covenants may apply the most restricted shall govern.

XX.
NOTICES

All notices required to be delivered to the Declarant shall be made in writing and delivered via US Mail, overnight delivery, or hand delivered to:

City of Omaha
Planning Department
1819 Farnam Street, Suite 1111
Omaha, NE 68183

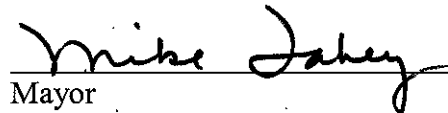
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date and year first above written.

Attest:

City of Omaha



City Clerk



Mayor

APPROVED AS TO FORM:

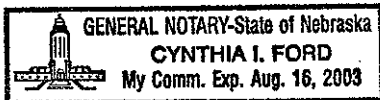
STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)



ASSISTANT CITY ATTORNEY

Before me, a Notary Public qualified for said county, personally came Mike Fahey, as Mayor of the City of Omaha, and BUSTER BROWN, City Clerk of the City of Omaha, known to me to be the identical persons who signed the foregoing instrument, and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on the 24th day of October, 2002.





Notary Public